2015 easyCBM™ Order Form (Orders cannot be processed without completing this form)

Date ____ /__ / ___

☐ New Customer ☐ Renewal ☐ Expansion
Renewal District URL: _____.__.easycbm.com

Payment Information

Please enclose a check, money order, or valid purchase order with all orders.

☐ Purchase Order enclosed. Number_____

☐ Check enclosed. Number_____

☐ Money Order enclosed.

IMPORTANT NOTE FOR CREDIT CARD USERS:

For your security, we can only accept credit card orders by phone at 800.323.9540.

Charge to: (See note above)

Name _____

Position _____

Organization _____

Billing Address _____

City _____ State _____ Zip _____

Phone (____) _____ Fax (____) _____

Email _____

Sold to: (if different from billing address)

Name _____

Position _____

Organization _____

Shipping Address _____

City _____ State _____ Zip _____

Phone (____) _____ Fax (____) _____

Email _____

*REQUIRED INFORMATION: (*YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.)

Test Administrator: (Please list the contact who will be the easyCBM Account Holder.) Note: This person is the primary test and IT contact, assigns roles, and gives permissions.

Name _____

Position _____

Organization _____

Address _____

City _____ State _____ Zip _____

Phone: (____) _____ Fax: (____) _____

Email address* _____
(*REQUIRED)

Data Administrator: (if different from Test Administrator)
Note: This person will be responsible for school system rostering files.

Name _____

Position _____

Organization _____

Address _____

City _____ State _____ Zip _____

Phone: (____) _____ Fax: (____) _____

Email address* _____
(*REQUIRED)

Requested District Abbreviation for easyCBM Web Address:
(i.e., Smithfield School District = Smithfield.ga.easycbm.com)

Continued, next page

Prices are valid until December 31, 2015 and are subject to change without notice.

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2015 easyCBM Order Form, Continued

Per Student License – Unlimited Use

Item	Code Number	Price Per Student	Number of Students**	Total Price
easyCBM: Initial and Expansion	1493821	$4.00	_____ x $4.00 =	_____
easyCBM: Renewal	1493822	$4.00	_____ x $4.00 =	_____

Full Year Licenses run from July 1, 2015 to June 30, 2016.

Training and Professional Development

REQUIRED* New Customer easyCBM Training

There are three required trainings for all initial easyCBM customers. Training covers the Initial Set-up of the system, Administration Training and Product Training. These trainings can be done as a series of three web-based trainings or as a full day on site training. If you elect to deliver the training on site, the Set Up call must occur prior to the on site session. For a comprehensive listing of training and professional courses, please visit our website http://riversidepublishing.com/products/training/.

***Required for new customers only.**

TRAINING OPTIONS AND RECOMMENDATIONS:

All **on-site** trainings have a maximum capacity of 25 participants.
All **web-based** trainings have a maximum capacity of 20 participants.

Phase I: Initial Launch

Web-based: (3 courses required)

Item	Code Number	Quantity	Price	Total Price
Course 1: easyCBM Initial Set Up Overview Training	1622292 REQUIRED*	_____	Included with purchase	N/A

This one hour required training covers discussion of district plans for use of easyCBM, an overview of creating and uploading the 3 required .csv files, and configuring district settings within the system. On this call, the two subsequent training sessions will be scheduled. This training is provided for the easyCBM main district administrator and IT staff that will load roster files. Less than 5 participants per session.

Course 2: easyCBM Administration/Implementation Webinar Training	1618291 REQUIRED*	_____	$200.00	_____

This one hour required training covers an overview of the system and district features to establish district settings and rollout. Implementation considerations will be provided for use of easyCBM at the district and campus level including use of district-level reports and functionality. This training is provided for the easyCBM main district administrator and other key administrator level personnel implementing the RTI/easyCBM program. Maximum participants 20.

Course 3: easyCBM Product Training Webinar	1591242 REQUIRED*	_____	$200.00	_____

This 1 1/2 hour web-based training covers a review of measures / benchmark tests, progress monitoring probes, reports, creating groups, setting interventions and goals. This basic training is typically provided for users at all levels including Building Administrators and Teachers. Required training for all initial implementations. Maximum participants 20.

Item	Code Number	Quantity	Price	Total Price
On-site:	1591243	_____	$2,800.00	_____

easyCBM Product Training—This three hour on-site training covers a review of measures / benchmark tests, progress monitoring probes, reports, creating groups, setting interventions and goals in a hands-on computer lab setting. This training is typically provided for users at all levels including Building Administrators and Teachers. This session can be repeated twice in one day. If you are ordering this training you will also need to order **Course 1 easyCBM Initial Setup Overview Training** and **Course 2: easyCBM Administration/Implementation Webinar Training** from the above list.

Training Requirements Subtotal _____

Note: A cancellation fee of $2,800 will be charged for any full-day training session that is not cancelled more than 72 hours before the scheduled start time.

Ordering Details

1. Complete and sign order form. **By signing this form, I am agreeing to all terms and conditions of the Subscriber Agreement (see page 3).**

2. Fax completed order form and purchase order to 866.797.9822 or send to HMH - Riverside, Attention Customer Service, 3800 Golf Road, Suite 200, Rolling Meadows, IL 60008. For general questions and billing inquiries, call HMH - Riverside Publishing Customer Service at 800.323.9540.

Customer Signature _____

Print Customer Name _____ Date _____

** Minimum purchase of 200 licenses as an initial purchase.
NOTE: Allow 2 weeks for set-up and kick-off meeting before testing.

Prices are valid until December 31, 2015 and are subject to change without notice.

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2015 easyCBM Order Form, Continued

EASYCBM SUBSCRIBER AGREEMENT

Terms and Conditions of Use

EASYCBM service (the "Service") is a web-based benchmark and progress monitoring reporting service that permits school districts and agencies to enter student EASYCBM data and administrative data (collectively "Data") and generate automated reports. EASYCBM was developed by the Behavioral Research and Teaching center ("BRT") at the University of Oregon. The Riverside Publishing Company ("Riverside") is the exclusive distributor of the EASYCBM service.

Upon completion of the attached Order Form, and payment to Riverside, You, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Subscriber Agreement, the following terms shall have the meanings set forth below:

- "Agreement" means this Subscriber Agreement and the Order Form.
- "Order Form" means the order form attached to this Agreement that includes pricing and subscription information regarding Subscriber's purchase of the Service and associated training.
- "Subscriber" means the Riverside authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the order form in the required field.
- "Users" means individual humans who are authorized by Subscriber to use the Service.

2. Upon payment and execution of this Agreement, Riverside grants to Subscriber, a limited, non-exclusive, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, and the non-exclusive, non-transferable, right to do the following for non-commercial education and research purposes only: a. access the EASYCBM System; b. enter Data into the EASYCBM System; and c. generate reports using the EASYCBM System. Subscriber shall not use the EASYCBM System for any other purpose and Subscriber must contact Riverside to request permission to use the EASYCBM System in any other manner.

3. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection).

4. Subscriber will designate an administrator/local site facilitator on the order form to serve as the primary contact person regarding the use of the Service (the "Administrator"). This Administrator will:

- Disseminate information to Users regarding access to and use of the Service;
- Provide subscription information, if applicable (for example, where Users are located or assigned) to Riverside; and
- Provide required account information to the Riverside Account Manager and/or Riverside Customer Support.

5. Subscriber will have an EASYCBM account established with Riverside, whereby Users, each identified by a required unique user name and password are able to log in to the Service, either through Subscriber's facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants Riverside and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.

6. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Customer; provided, however, that Riverside and the University of Oregon, including its research partners, may use such information to improve EASYCBM and for educational research purposes in a manner that does not disclose personally identifiable information and such that individual students, teachers, schools or districts may not be identified or derived.

7. Riverside will maintain and provide Subscriber with access to scoring and reporting data for the Subscriber's current contract period [typically twelve (12) months] unless limited by special promotions and limited account access based on special pricing. It is the Subscriber's responsibility, if they wish, to preserve any scoring and reporting data for their users from previous contract periods or for archive purposes in a timely manner.

8. Riverside will provide a user manual and associated guides, in electronic format available from the EASYCBM service after login, containing information on EASYCBM functionality.

9. Riverside will monitor the number of students using the system by Subscriber's Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreement term of any additional Service Fees that exceed the number originally purchased by the Subscriber. In the event of an overage, a follow-up invoice will be sent to the Subscriber to reconcile with the number of students actually comprising the Subscriber's account. This invoice will be sent whether a purchase order has been received from the Subscriber or not, and whether the amount of the purchase order that is submitted by the Subscriber is correct or not. All Service Fee payments shall be due and payable, within thirty (30) days of Subscriber's receipt of the invoice from Riverside. Any payments provided by Subscriber to Riverside shall be irrevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to Riverside in accordance with this Section 3(b).

10. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

11. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any information or materials submitted to the Service via Subscriber's EASYCBM account and/or resulting from any use of a User name, User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).

12. Except as expressly permitted by this Agreement, Subscriber may not resell, LICENSE, ASSIGN or otherwise transfer this Agreement OR ITS RIGHTS OR OBLIGATIONS HEREUNDER to any PERSON OR ENTITY. Subscriber shall indemnify and hold Riverside and BRT harmless from any and all claims arising out of the use of the Service or use of the scoring or reporting to determine placement of, or grades for, students.

13. Subscriber agrees that the privacy of User information, and score data is the sole responsibility of Subscriber and its Users. User names, user identification, passwords, and scoring and reporting data are maintained by Riverside on a secure server. Riverside does not share User or Subscriber information with anyone and: (a) with respect to the User or others the User may specify, the particular User's own information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the EASYCBM service, said Subscriber is obligated to obtain any written parental consent that may be required in accordance with Federal or state laws or school district policies, to enable Subscriber to enter data into the EASYCBM system and to permit use of the Data in accordance with the terms and conditions of this Agreement.

14. Riverside and BRT shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the EASYCBM online assessment system, including the benchmark and progress monitoring assessments, scoring guides, manuals, resources, as well as any other Riverside and/or BRT materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement.

Prices quoted are subject to change without notice and do not include transportation charges unless otherwise stated. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up-to-date pricing please call Houghton Mifflin Harcourt at 800.323.9540 or visit us online at hmhco.com.

3800 Golf Road, Suite 200
Rolling Meadows, IL 60008
P 800.323.9540
F 630.467.7192
RPC_Customer_Service@hmhco.com

Internal Use Only:
RPCGR21PB

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